

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 15, 2006

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

Staff Contact Person: John W. King

AGENDA ITEM WORDING: Approval to execute a new Renewal Agreement with OPMI, INC., for approximately 1,918 square feet of office space in the Upper Keys for Family Court Programs' staff and Drug Court Program staff.

ITEM BACKGROUND: The original lease with Roger Young, d/b/a OPMI was dated February 21, 2001 and contained two options to renew for one year periods which were both exercised. On February 28, 2006, the final Lease option with OPMI, INC. will expire. Staff wishes to remain in this location and execute a new lease with OPMI, INC.

PREVIOUS RELEVANT BOCC ACTION: On February 21, 2001 the BOCC approved to enter into a lease with OPMI, INC., for approximately 1,918 square feet of office space for Family Court Programs' staff; Drug Court Program staff; and Information systems staff, and on February 18, 2004 the BOCC approved the first of two renewal options. On January 19, 2005, the BOCC approved the final of two renewal options.

CONTRACT/AGREEMENT CHANGES: Rent increase by 3%, plus an additional \$1,200.00 per year (windstorm insurance) from \$2,698.48 per month to \$2,879.43 per month (\$180.95), commencing March 1, 2006 and expiring February 29, 2009.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$34,553.21 per year

BUDGETED: Yes X No

COST TO COUNTY: Same

SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

Beth Loh for
C. Dent Pierce, Director, Public Works

DOCUMENTATION: Included X

Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: OPMI, Inc.

Contract #_____

Effective Date: 03/01/2006

Expiration Date: 02/29/2009

Contract Purpose/Description:	Execute new renewal lease for approximately 1,918 square feet of office space for Family Court Programs staff; Drug Court Program staff; and the Guardian ad Litem staff
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Contract Manager: Jo B. Walters
(Name)

4549
(Ext.)

Facilities Maint/Stop #4
(Department/Stop #)

for BOCC meeting on 03/15/06

Agenda Deadline: 02/28/06

CONTRACT COSTS

Total Dollar Value of Contract: \$ 34,553.21 Current Year Portion: \$ 20,156.01

Budgeted? Yes ☒ No ☐ Account Codes: -80001-530-440-

Grant: \$ N/A -82001-530-440-

County Match: \$ N/A -83001-530-440-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr

For:

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

Division Director 3/3/06 Date In 3/3/06 Changes Needed Yes ☐ No ☐ Reviewer [Signature] Date Out 3/3/06

Risk Management 3-1-06 Yes ☐ No ☒ M. Shauil 3-1-06

O.M.B./Purchasing _____ Yes ☐ No ☒ *Signature: [Signature] 3/3/00*

County Attorney 3/2/06 Yes ☐ No ☒ Shiff 3/3/06

Comments:

Commercial Lease–Florida

This lease is made between OPMI, Inc. herein called Lessor, and Board of County Commissioners of Monroe County, Florida, herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Islamorada, County of Monroe, State of Florida, described as 130 Porto Salvo, Islamorada, Florida 33036 (and hereinafter referred to as the demised premises) upon the following TERMS and CONDITIONS:

Lease Location: 130 Porto Salvo, Islamorada, Florida which shall constitute an aggregate area of 1918 +/- square feet.

- 1. Term and Rent.** Lessor leases the demised premises to Lessee for a term of 3 year[s], commencing March 1, 2006, and terminating on February 29, 2009, or sooner as provided herein at the annual rental rate of thirty-four thousand five hundred fifty-three Dollars and seventy-six cents (\$34,553.16) payable in equal installments in the amount of two thousand eight hundred seventy-nine Dollars and forty-eight cents (\$2879.43) payable in arrears, pursuant to the Florida Prompt Payment Act upon receipt of a proper invoice. All rental payments shall be made to Lessor to 232 Tide Ave, Tavernier, FL 33070
- 2. Use.** Lessee shall use and occupy the demised premises for the purpose of County business. The demised premises shall be used for no other purpose without the prior written consent of Lessor, which consent may not be unreasonably withheld. Lessee shall not use the demised premises for storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substances, chemicals, things, or devices.
- 3. Security Deposit.** No Security Deposit
- 4. Care and Maintenance of Premises.** Lessee acknowledges that the demised premise is in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the demised premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the demised premises, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting major maintenance and repair of the demised premises, not due to Lessee's misuse, waste, or neglect or that of his/her employees or visitors, which shall be the responsibility of Lessor. Particularly, the roof, exterior walls, structural foundations, and exterior and parking areas, shall be maintained and repaired by Lessor. Lessee shall be responsible for damage caused to the demised premises by Lessee's negligence and that of Lessee's employees and visitors.
- 5. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to, or about the demised premises. All alterations, additions or improvements made to the demised premises with the consent of Lessor, with the exception of removable fixtures shall become the property of Lessor.
- 6. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, and which may hereafter be in force, pertaining to the demised premises, occasioned by or affecting the use

thereof by Lessee.

7. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the demised premises without prior written consent of Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without the prior written consent shall be void and, at the option of Lessor, may terminate this lease.

8. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services. In the event that any utility or service provided to the demised premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Lessee shall pay such amounts within fifteen (15) days of invoice. Lessee acknowledges that the demised premise is designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy, or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants or lessees.

9. Entry and Inspection. Lessee shall permit Lessor or Lessor's agent(s) to enter the demised premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and shall permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the demised premises any usual "To Let", "For Lease" or "For Sale" signs, and permit prospective lessees or purchasers desiring to lease the same to inspect the demised premises thereafter.

10. Parking. During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, and other tenants or lessees of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for Lessee and Lessee's agents and employees.

11. Possession. N/A

12. Indemnification of Lessor. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence, subject to Section 768.28, F.S. Said indemnification shall include indemnity from any costs or fees which Lessor may incur in defending said claim.

13. Insurance. Lessee, at his/her expense, shall maintain insurance or self-ensure, for all claims that the lessee can be held liable for under Section 768.28, Florida Statutes, and up to the maximum amount set forth in the statute:

Notwithstanding anything to the contrary in this lease, Lessee waives all rights to recovery, claims or causes of action against the lessor and its, attorney-in-fact, agents, trustees, executors and personal representatives on account of any loss of damage which may occur to the premises, the building, the property or any improvements thereto or to any personal property of lessee to the extent such loss or damage is caused by a peril which is required to be insured against lessee under this lease, regardless of the

cause or origin (including negligence of the lessor). Lessee covenants to the lessor that to the fullest extent permitted by law, no insurer of lessee shall hold any right of subrogation against lessor. Lessee covenants to lessor that all policies of insurance maintained by lessee respecting property damage shall permit such waiver of subrogation, and lessee agrees to advise all of its insurers of the waiver and provide lessor with written evidence of such waiver.

If the demised premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

14. Eminent Domain. If the demised premises, or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the demised premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

15. Destruction of Premises. Lessee shall give Lessor immediate notice in case of fire or other damage or casualty to the demised premises, or any part thereof. In the event of partial destruction of the demised premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within twenty (20) days of notice under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the demised premises. If such repairs cannot be made within the said twenty (20) days, Lessor, at Lessor's option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within twenty (20) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the demised premises may be situated shall terminate this lease.

16. Lessor's Remedies on Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any of the other terms or conditions hereof, this lease, at the option of Lessor and to the extent permitted by law, shall terminate and be forfeited, and Lessor may re-enter the demised premises and remove all persons there from to the extent permitted by law.

17. Rent Increase. The lease amount agreed herein will be increased annually by 3% over the prior year's rental amount.

18. Common Area Expenses. In the event the demised premises is situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro rata share of maintenance, taxes, and insurance for the common area.

19. **Attorney's Fees.** The prevailing party in a civil action brought to enforce the provisions of this lease or the rights of the parties hereto may recover reasonable litigation costs, including attorney's fees from the other party.

20. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

21. **Notices.** All notices pursuant to this agreement shall be in writing and served by certified mail, return receipt requested to Roger Young, OPML, Inc, 232 Tide Ave., Tavernier, FL 33070 and to the lessee to Division of Public Works, Facilities Maintenance Department, 3583 S. Roosevelt Blvd., Key West, FL 33040.

22. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

23. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term commencing at the expiration of the initial lease term.

24. **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

25. **Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county public health unit.

26. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

27. **Liability.** Lessor shall not be liable for any loss, expense or damage to any person or property, unless it is due to Lessor's negligence. Lessee is responsible for all acts or negligence of Lessee's employees, visitors or invitees.

28. **Choice of Law.** This lease shall be governed by the laws of the State of Florida, and all disputes shall be subject to the jurisdiction of the Courts of the State of Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, on the _____ day, of _____, 2006.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairman


MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

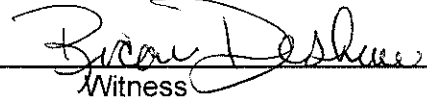
Date

3/03/06

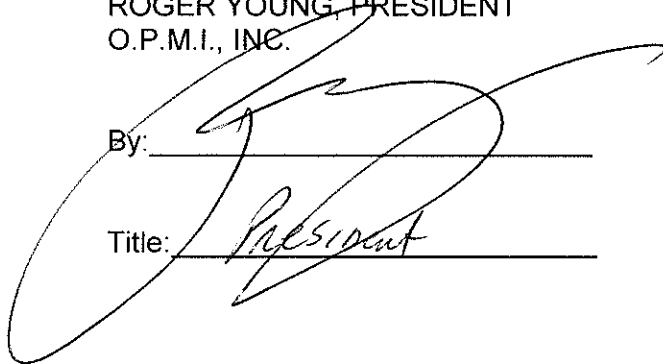
LESSOR:
ROGER YOUNG, PRESIDENT
O.P.M.I., INC.



Witness



Witness

By: 

Title: 